



# County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION  
LOS ANGELES, CALIFORNIA 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA  
Chief Executive Officer

May 13, 2008

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Board of Supervisors  
GLORIA MOLINA  
First District

YVONNE B. BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

Dear Supervisors:

**DEPARTMENT OF PUBLIC HEALTH: AMENDMENT NUMBER 7 TO COUNTY  
AGREEMENT WITH ATLAS DATABASE SOFTWARE CORPORATION  
(DBA ATLAS DEVELOPMENT CORPORATION)  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**CIO RECOMMENDATION: [ X ] APPROVED**

**SUBJECT:**

Request for Board approval to increase the total maximum obligation of Agreement Number H-701820 with Atlas Database Software Corporation (Atlas) to provide additional staff hours for the development of the Department of Public Health's (DPH) Visual Confidential Morbidity Report System (vCMR).

**IT IS RECOMMENDED THAT YOUR BOARD:**

Delegate authority to the Director of DPH, or his designee, to execute Amendment Number 7, substantially similar to Exhibit I, to Agreement Number H-701820 (Agreement), with Atlas for software programming services, to update the list of hardware and software under the Agreement, and to increase the total maximum obligation by \$274,355 from \$3,014,563 to \$3,288,918, effective upon date of Board approval through August 9, 2008, 100 percent offset by Centers for Disease Control and Prevention (CDC), Public Health Preparedness and Response for Bioterrorism Cooperative Agreement, Notice of Award (NA) 5U90TP917012-08 (Exhibit II).

### **PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION**

Approval of the recommended actions will allow DPH to increase the maximum obligation of the Agreement for the purposes of continued support and enrichments of the vCMR; a web-based system for disease surveillance and epidemiologic response with capabilities for detecting bioterrorism-related outbreaks; with full connectivity to CDC's Public Health Information Network and National Electronic Disease Surveillance Systems. Approval of the recommended actions will update the Agreement to reflect certain proprietary and third party licensed software.

Amendment Number 7 will allow for an increase in the standard pool hours for modifications and enhancements to the vCMR. Specifically, this action will enhance the reporting of communicable disease outbreaks by updating software technology; improve internal communication of disease outbreaks by providing real-time links to case reports; facilitate data sharing with other local, state and federal public health departments by transferring data from the disease control database into mapping tools; and facilitate integration of surveillance systems that can transfer appropriate public health, laboratory, and clinical data efficiently and securely.

On April 10, 2007, your Board delegated authority to DPH to execute Amendment Number 4, which increased the total maximum obligation to \$2,448,097 and delegated authority to DPH to execute amendments up to 30 percent (or \$734,429) of the amended maximum obligation.

On August 12, 2007, DPH informed your Board that it would exercise its delegated authority as approved on April 10, 2007, by executing Amendment Number 5 to the Agreement thereby increasing the total maximum obligation by \$566,466 from \$2,448,097 to \$3,014,563. This proposed Amendment Number 7, in the amount of \$274,355, will exceed DPH's 30 percent delegated authority and now requires new Board approval.

### **FISCAL IMPACT/FINANCING**

Amendment Number 7 will increase the Agreement maximum obligation by \$274,355 from \$3,014,563 to \$3,288,918, 100 percent funded by CDC's NA 5U90TP917012-08, effective upon date of Board approval through August 9, 2008.

Funding for this action is included in DPH's Fiscal Year (FY) 2007-08 Final Adopted Budget and is included in DPH's FY 2008-09 Proposed Budget.

### **FACTS AND PROVISIONAL/LEGAL REQUIREMENTS**

On November 1, 2005, your Board delegated authority to the Director of Health Services (now DPH) to execute this Agreement with Atlas in the annual amount of \$912,050 for the period September 1, 2005, through August 31, 2006, with a provision for an automatic renewal through August 31, 2007, and to increase the maximum obligation by up to 25 percent.

On May 2, 2006, your Board authorized DPH to sign Amendment Number 1 to the Agreement which increased the annual maximum obligation from \$912,050 to \$1,408,211, effective upon date of Board approval through August 31, 2007, with a provision for a 12-month extension through August 31, 2008.

On August 3, 2006, DPH exercised the previously approved delegated authority to increase the maximum obligation and executed Amendment Number 2 to the Agreement which increased the annual maximum obligation from \$1,408,211 to \$1,748,236.

On February 20, 2007, your Board authorized DPH to execute Amendment Number 3 to the Agreement which increased the annual maximum obligation from \$1,748,236 to \$1,964,702.

On April 10, 2007, your Board delegated authority to DPH to execute Amendment Number 4 to the Agreement which increased the annual maximum obligation from \$1,964,702 to \$2,448,097 and delegated authority to DPH to increase the maximum obligation by 30 percent.

On August 12, 2007, under Amendment Number 5, DPH exercised their 30 percent delegated authority and increased the maximum obligation of the Agreement by \$566,466 from \$2,448,097 to \$3,014,563.

The term of the CDC NA 5U90TP917012-08 is August 9, 2008 and the term of the existing Atlas Agreement is August 30, 2008. It is therefore necessary to reconcile the term of the Atlas Agreement with the term of the CDC NA. Under delegated authority previously approved by your Board, DPH is in the process of executing Amendment Number 6 to amend the term of the Agreement to August 9, 2008, and this will be completed prior to your Board's approval of the proposed action.

County Counsel has reviewed and approved Exhibit I as to form.

The Chief Information Office (CIO) concurs with DPH's recommendations and has provided the CIO Analysis (Exhibit III).

Honorable Board of Supervisors  
May 13, 2008  
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**IMPACT ON CURRENT SERVICES (OR PROJECTS)**


Approval of Amendment Number 7 will allow DPH to continue to support the vCMR.


**CONCLUSION**

When approved, DPH requires three signed copies of your Board's action.

Respectfully submitted,

Reviewed by:

  
for WILLIAM T FUJIOKA  
Chief Executive Officer

  
Richard Sanchez  
Interim Chief Information Officer

WTF:SRH:SAS  
MLM:RFM:yb

Attachments (3)

c: County Counsel  
Director and Health Officer, Department of Public Health

051308\_DPH\_Atlas

**SOFTWARE PROGRAMMING AND SERVICES AGREEMENT**

**AMENDMENT NO. 7**

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2008,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

ATLAS DATABASE SOFTWARE  
CORPORATION (dba Atlas  
Development Corporation) (hereafter  
"Contractor").

WHEREAS, reference is made to that certain document entitled "SOFTWARE PROGRAMMING AND SERVICES AGREEMENT", dated November 1, 2005, and further identified as County Agreement No. H-701820 and any amendments thereto (together with all exhibits and attachments thereto, all hereafter "Agreement"); and

WHEREAS, it is the intent of the parties to amend Agreement to revise the County's maximum obligation; and Scope of Work of this Agreement and make other changes described in this Amendment; and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties; and

NOW, THEREFORE, the parties hereby agree as follows:

1. Capitalized terms used in this Amendment without definition have the same meanings given to such terms in the Agreement.

2. This Amendment shall be effective upon date of Board approval through August 9, 2008.

Contractor shall not proceed with the work acquired under this Amendment until Contractor has contacted the County's Project Director and has received approval to proceed. The approval to proceed shall be contingent upon the availability of federal funds.

3. Agreement Paragraph 8, CONTRACT SUM, Subparagraph 8.1, GENERAL, shall be revised to read as follows:

"8.1 GENERAL:

The Contract Sum under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all tasks, subtasks, deliverables, goods, services and other work requested and specified under this Agreement. All work completed by Contractor must be approved in writing by County. If County does not approve work in writing, no payment shall be due to Contractor for that work. Effective as of the effective date of Amendment No. 7, the Contract Sum, including all applicable taxes, authorized by County hereunder shall not exceed Three Million Two Hundred Eighty-Eight Thousand Nine Hundred

Eighteen Dollars (\$3,288,918), for the term of this Agreement. The Contract Sum may be increased from time to time after Amendment No. 4 Effective Date at County's discretion through authority granted to the Director under Amendment No. 4, up to thirty percent (30%) of the Contract Sum as of the Amendment No. 4 Effective Date, contingent upon the availability of federal funds.

Notwithstanding any other provision of this subparagraph, Contractor shall fully perform and complete all work required of Contractor by this Agreement in exchange for the amounts to be paid to Contractor as set forth in this Agreement.

The Contract Sum shall not be adjusted for any costs or expenses whatsoever of Contractor."

4. Exhibit A, STATEMENT OF WORK, to the Agreement shall be supplemented with the Tasks and Deliverables set forth on Addendum No. 7A to this Amendment, attached hereto, and incorporated herein by reference.

5. Exhibit B, SCHEDULE OF DELIVERABLES AND PAYMENTS, to the Agreement shall be supplemented with the schedule set forth on Addendum No. 7B to this Amendment, attached hereto, and incorporated herein by reference.

6. Exhibit C, LIST OF HARDWARE AND SOFTWARE, to the Agreement shall be deleted and replaced with Addendum No. 7C to this Amendment, attached hereto, and incorporated by reference.

7. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Public Health

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Exhibit I

Services and contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Jonathan E. Fielding, M.D., M.P.H.  
Director and Health Officer

ATLAS DATABASE SOFTWARE CORPORATION  
dba ATLAS DEVELOPMENT CORPORATION  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM  
BY THE OFFICE OF COUNTY COUNSEL:  
RAYMOND G. FORTNER, JR.  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

DEPARTMENT OF PUBLIC HEALTH

By \_\_\_\_\_  
Gary T. Izumi, Chief  
Contracts and Grants Division

AMENDMENT00572.rt

**ATLAS DATABASE SOFTWARE AGREEMENT  
STATEMENT OF WORK**

Fiscal Year 07/08

Amendment No. 7

(Total Funds Received = \$274,355)

Contract No. H-701820-7

VISUAL CONFIDENTIAL MORBIDITY REPORT (vCMR)

1.15 TASK NO.8 OPTIONAL PROGRAM SUPPORT, ADDITIONAL TRAINING, AND  
ADDITIONAL PROGRAM MODIFICATIONS USING STANDARD POOL HOURS:

1.15.7 Add (1892.1 x \$145 = \$274,355) Standard Pool Hours to provide future program modifications and enhancements to all components and interfaces of Visual CMR, including enhancements to support bioterrorism preparedness, surveillance, and epidemiological response pursuant to Standard Pool Hours of Exhibit B-7 Schedule of Deliverables and Payments.

Modifications will include but not limited to the following:

- Continued modification and enhancement of VCMR to:
  - Electronic Lab Reporting (ELR) Expansion
  - Installation of mini-PHIL
  - vCMR 8.0 upgrade implementation, training and consultation
  - Syndromic support

1.16 DELIVERABLE NO.8 OPTIONAL PROGRAM SUPPORT. ADDITIONAL  
TRAINING, AND ADDITIONAL PROGRAM MODIFICATIONS USING  
STANDARD POOL HOURS:

1.16.7 1892 Standard Pool Hours (\$274,355) will be used to provide future program modifications and enhancements to all components and interfaces of Visual CMR, including enhancements to support bioterrorism preparedness, surveillance, and epidemiological response as requested by the County's Project Director or his designee pursuant to subparagraph 1.15.7.

Addendum Number 7A

If requested in writing and number of hours and fixed price proposal are accepted by County's Project Director or his designee, Contractor shall provide modifications and enhancements as set forth in Task No.8 above.

**SCHEDULE OF DELIVERABLES AND PAYMENTS**

Atlas Development – Visual Confidential Morbidity Report  
(vCMR)

Contract No. H-701820  
Atlas Software Agreement- Amendment No.7

<b>Deliverable No.</b>	<b>SOW Item No.</b>	<b>Deliverable Title</b>	<b>Amount Payable</b>
<b>No.8</b>	<b>1.16 1.16.7</b>	Standard Pool Hours (1892.1 hours @ \$145 a hour) <ul style="list-style-type: none"> <li>• Foodborne Illness Module</li> <li>• Mini-PHIL</li> <li>• Electronic Lab Reporting</li> <li>• WebvCMR</li> <li>• Mysis Interface</li> <li>• Unanticipated enhancements</li> </ul>	<b>\$274,355</b>
<b>Total</b>			<b>\$274,355</b>

**Exhibit C**  
**List of Hardware and Software**

**LOS ANGELES DEPARTMENT OF PUBLIC HEALTH HARDWARE AND  
SOFTWARE**

HARDWARE:

Two (2) Servers housed at Ferguson Computer Center

- Shadow Server
- vCMR Test Server

Four (4) Servers housed at IS West (Atlas' Co-Location):

- vCMR Web server
- vCMR DB server
- LAPHIL
- ELR Test Server

Six (6) Servers currently located at Altas Development:

- LAPHFAX (Fax server)
- LAPHLWWEB (Labworks web server)
- DB37 (Labworks database server)
- LAPHECIDB (ECI Web server)
- LAPHECIWEB (ECI Web server)
- DISASTER RECOVER (Off-site to Las Vegas)

vCMR SOFTWARE:

- vCMR (Visual Confidential Morbidity Report) Software
- WebvCMR

TRANSFER SOFTWARE

**ATLAS DEVELOPMENT HARDWARE, SOFTWARE AND THIRD PARTY  
SOFTWARE**

ATLAS HARDWARE:

Watchguard Firebox Firewall System

CONTRACTOR SOFTWARE:

- Atlas Development Deployment System (ADDS-Proprietary)
- Advanced Results Notification and On-Line Delivery (ARNOLD-Proprietary)
- Enhanced Case Investigation (ECI-Proprietary)
- LabWorks (Proprietary)
- Public Health Information Link (PHIL)
- Atlas Connect
- Atlas Key Technology

THIRD PARTY SOFTWARE:

- InterSystems Cashe
- Mellissa Data
- Freedom
- Hilgraeve
- Web Vulnerability Scanning Software

## CIO ANALYSIS

### DEPARTMENT OF PUBLIC HEALTH RENEWAL AGREEMENT WITH ATLAS DATABASE SOFTWARE CORPORATION COUNTY AGREEMENT NO. 701820 - AMENDMENT NO. 7

**CIO RECOMMENDATION:**    ☒ **APPROVE**                      ☐ **APPROVE WITH MODIFICATION**  
    ☐ **DISAPPROVE**

**Contract Type:**

☐ **New Contract**                      ☒ **Contract Amendment**                      ☐ **Contract Extension**  
☐ **Sole Source Contract**                      ☐ **Hardware Acquisition**                      ☐ **Other**

**New/Revised Contract Term:**    **Base Term:** Through 8/9/08    **# of Option Yrs:** None

**Contract Components:**

☒ **Software**                      ☐ **Hardware**                      ☐ **Telecommunications**  
☒ **Professional Services**

**Project Executive Sponsor:** Jonathan Fielding, M.D., M.P.H, Director and Health Officer

**Budget Information :**

Y-T-D Contract Expenditures	\$3,014,563
Requested Contract Amount	\$ 274,355
Aggregate Contract Amount	\$3,288,918

**Project Background:**

Yes	No	Question
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project legislatively mandated?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project subvented? If yes, what percentage is offset? 100% by Center for Disease Control and Prevention (CDC), Bioterrorism Preparedness Response (BPR) redirected funds
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved.

**Strategic Alignment:**

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project's technology solution comply with County of Los Angeles IT Directions Document?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles IT Standards?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	This contract and/or project and its milestone deliverables must be entered into the Information Technology Tracking System (ITTS).

**Project/Contract Description:**

The Department of Public Health (DPH) is recommending that your Board delegate authority to its Director, or his designee, to sign Amendment No. 7 to Agreement H-701820, with Atlas Database Software Corporation (Atlas) for software programming and related services, to increase the total maximum obligation by \$274,355 from \$3,014,563 to \$3,288,918, effective upon Board approval through August 9, 2008. These funds are 100% offset by a federal Centers for Disease Control and Prevention (CDC) Notice of Award (NA).

This amendment adds more CDC funding to the existing agreement but does not extend the base contract term beyond August 9, 2008.

Additionally, this amendment provides for an update to Exhibit C to the existing agreement to more accurately reflect certain proprietary and third party software licensed under change orders that were executed under the Atlas Agreement.

**Background:**

On September 10, 1996, the Board accepted funding from the CDC to develop and maintain a surveillance response to infectious diseases programs. On May 19, 1998, the Board approved an agreement with Atlas to assist DPH in the development of the Visual Confidential Morbidity Report System (vCMR).

On November 1, 2005, a Renewal Agreement with Atlas was approved by the Board to provide for additional software programming tasks and deliverables in the amount of \$912,050, effective September 1, 2005 through August 31, 2006, with an automatic extension through August 31, 2007; and delegated authority to execute amendments to the Agreement.

Subsequently, the following amendments were approved:

Amendment 1 – May 2, 2006 – Increased the maximum obligation by \$496,161 from \$912,050 to \$1,408,211, effective through August 31, 2008;

Amendment 2 – August 3, 2006 (effected under DPH's delegated authority) – Increased the maximum obligation by \$340,025 from \$1,408,211 to \$1,748,236;

Amendment 3 – February 20, 2007 – Increased the maximum obligation by \$216,466 from \$1,748,236 to \$1,964,702;

Amendment 4 – April 10, 2007 – Increased the maximum obligation by \$483,395 from \$1,964,702 to \$2,448,097 and extended the Agreement through August 31, 2008;

Amendment 5 – August 12, 2007 (effected under DPH's delegated authority) – Increased the maximum obligation by \$566,466 from \$2,488,097 to \$3,014,563; and

Amendment 6 – April 9, 2008 (effected under DPH's delegated authority) – Revised the contractual term (backward) from August 31, 2008, to August 9, 2008, and added language required by CDC to allow the performance of external audits.

These amendments, 100% funded by CDC grants, provided for the increase of programming tasks and deliverables, the continued implementation of electronic interfaces at laboratories throughout Los Angeles County, the modification of the program's database, supported the bioterrorism preparedness, surveillance, and epidemiological response systems, and the enhancement of program modifications, development, hosting and maintenance of vCMR.



**Project Justification/Benefits:**

DPH needs to increase the standard pool hours available for future modifications and enhancements to the vCMR. These additional pool hours will provide assigned staff additional time to continue to:

1. Help enhance the reporting of communicable disease and outbreaks which includes bioterrorism related outbreaks;
2. Improve internal communication of disease outbreaks' process and facilitate data sharing and exchange with other local, state and federal public health departments; and
3. Facilitate integration of surveillance systems that can transfer appropriate public health, laboratory, and clinical data efficiently and securely.

**Project Metrics:**

Improvements made to vCMR and related third-party software as a result of this Amendment will greatly enhance DPH's ability to respond to acts of bioterrorism.

**Impact on Service Delivery or Department Operations if Proposal Is Not Approved:**

Continuing software maintenance and hosting services are critical to the reliable capture, reporting and management of contagious diseases within Los Angeles County and the State of California. If this Amendment No. 7 is not approved, DPH will have to discontinue necessary ongoing problem correction activities and updates to the applications to ensure the security of the data collected.

**Alternatives Considered:**

No other alternatives were considered. Atlas is the developer of the application and is in a unique position to provide the maintenance and hosting services.

**Project Risks:**

There are no risks to the Department and County identified in this Amendment No. 7.

**Risk Mitigation Measures:**

No risk mitigation measures are necessary.

**Financial Analysis:**

Amendment No. 7 will increase the total maximum County obligation by \$274,355 from \$3,014,563 to \$3,288,918, funded by CDC's NA 5U90TP917012-08 (Amendment No. 7) dated March 3, 2008. There is no net County cost incurred under this action.

**CIO Concerns:**


None.

**CIO Recommendations:**

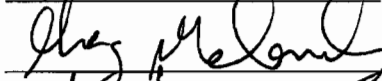
Recommend Board approval of proposed Amendment No. 7.

**CIO APPROVAL**

Date Received: April 14, 2008

Prepared by: 

Date: April 14, 2008

Approved: 

Date: 4/24/2008